



COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION
"Creating Community Through People, Parks and Programs"

Russ Guiney, Director

May 29, 2007

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVE AMENDMENT TO OPERATING LEASE WITH AMERICAN GOLF
CORPORATION AND RELATED APPROPRIATION ADJUSTMENT FOR
IRRIGATION IMPROVEMENTS AT LOS VERDES GOLF COURSE
(C.P. NO. 86786)
(FOURTH DISTRICT — 4 - VOTE MATTER)**

**JOINT RECOMMENDATION WITH THE CHIEF ADMINISTRATIVE OFFICER AND
THE DIRECTOR OF PARKS AND RECREATION THAT YOUR BOARD:**

1. Find that the proposed project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to the State CEQA Guidelines and the County's Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987 cited herein.
2. Approve capital improvement project (CP No. 86786) at Los Verdes Golf Course for replacement of the existing irrigation system at a total project cost of \$2,626,700.
3. Approve the attached budget adjustment to increase project funding by \$527,000 to fully fund the total project budget.
4. Approve and instruct the Chairman to sign the attached Amendment No. 6 to the Operating Lease Agreement No. 43118 with the current lessee, American Golf Corporation, for implementation of the Los Verdes Golf Course - Irrigation Construction Project.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The recommended actions would authorize the implementation and funding of the proposed Irrigation Replacement Project at Los Verdes Golf Course by the existing lessee, American Golf Corporation (AGC).

The existing irrigation system is more than 30 years old and has exhausted its useful life. In addition, replacement parts are increasingly unavailable. The proposed project will install a new irrigation system using the existing waterline points of connections, and will include replacement of the irrigation lines and, controllers, and installation of a weather station, computer system and software which will allow the system to be operated remotely.

The proposed amendment to the Operation and Maintenance Agreement between the County and AGC will allow AGC to implement the Project. It is anticipated that construction of the proposed project will begin in June 1, 2007 and be completed by November 2007.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

Implementation of the proposed golf course capital improvement project enhances Service Excellence (Goal 1) and Fiscal Responsibility (Goal 4) by increasing the level of services to the public, investing in public infrastructure, and increasing utilization of public and private partnerships.

FISCAL IMPACT / FINANCING

The Project is estimated to cost \$2,226,700. A project contingency of \$400,000 is recommended, resulting in a total project cost estimate of \$2,626,700. The total project cost estimate will be funded from \$2,100,000 in State Proposition 40 Per Capita funds, \$327,000 from the Los Verdes Golf Course Capital Improvement Project Fund (TS4), and \$200,000 in net County cost.

Approval of the attached appropriation adjustment will transfer \$327,000 from the Los Verdes Golf Course Improvement Project Fund and \$200,000 in net County cost from the Rancho Soil Remediation Project (C.P. No. 86815). The transferred net County cost will be held in the Project contingency fund and utilized for unforeseen site issues. Any funds remaining in the Project contingency fund upon the Project's completion will revert to the Los Verdes Golf Course Capital Improvement Project Fund.

As additional security, the Lessee, AGC, will be responsible for funding up to \$400,000 in Project costs exceeding the total project cost estimate of \$2,626,700.

Upon your Board's approval of the Amendment, project costs incurred by American Golf will be reimbursed from the County's capital project budget upon confirmation by the County that work has been satisfactorily completed and all required expenditure documentation has been received by the Parks and Recreation Department.

Department Operating Budget

There will be no significant impact to the Department's operating budget. The lease agreement requires American Golf to operate and maintain the golf course and the work will be staged in such a way as to minimize impacts on golf play so that revenue is not anticipated to be negatively effected.

FACTS AND PROVISIONS / LEGAL REQUIREMENTS

A lease agreement was executed in November 1982 with AGC to operate, manage and maintain the Los Verdes Golf Course. Since 1982 there have been five previous amendments. The proposed amendment will provide for the installation of the proposed irrigation system.

Under the terms of the amendment, American Golf will provide all services normally required for the performance of the project, including preparing plans and specifications, obtaining all required permits and approvals, contracting for the construction, and completion of as-built drawings. Solicitation of three bids has already been completed. The Chief Administrative Office and Department will oversee the construction of the project.

The amendment includes contract provisions approved and required by your Board since the execution of the last amendment. Such contract provisions include Jury Service Program, No Payment for Services Provided after Lease Termination, Safely Surrendered Baby Law, GAIN/GROW Program, Contractor Responsibility and Debarment, and the County's Child Support Compliance Program provisions have been revised.

American Golf, as lessee, has executed the attached amendment. County Counsel has approved the amendment as to form.

IMPACT ON CURRENT SERVICES

It is anticipated that the golf course will remain open during the construction and the implementation of the proposed project. There is no anticipated impact on play and there is no anticipated closure on any part of the golf course during construction. American Golf will be required to inform the general golfing public, as well as the men's, women's and senior golf clubs, of the pending course improvement. In addition, signs

will be placed at the course indicating the construction schedules.

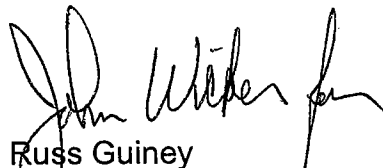
ENVIRONMENTAL DOCUMENTATION

The proposed project is categorically exempt from CEQA according to Section 15302 (c) of the State CEQA Guidelines and Class 2 (e) of the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, because the project provides for replacement of an existing irrigation system on the same site involving negligible or no expansion of capacity.


CONCLUSION

Please instruct the Executive Office-Clerk of the Board to forward one (1) conformed copy of this letter including attachments, to the Chief Administrative Office, Capital Projects Division, one (1) conformed copy of this letter with attachments to Mr. Warren Leary, Regional Director, American Golf Corporation, 2951 – 28th Street, Santa Monica, CA., 90405, and two (2) conformed copies of this letter with attachments to the Department of Parks and Recreation.

Respectfully,



Russ Guiney
Director



David E. Janssen
Chief Administrative Officer

RG:DEJ:FP/Los Verdes

Attachments (3)

c: Auditor-Controller
County Counsel

COUNTY OF LOS ANGELES
REQUEST FOR APPROPRIATION ADJUSTMENT
DEPARTMENT OF PARKS AND RECREATION

DEPT'S. No. 600-07012
APRIL 3, 2007 19

AUDITOR-CONTROLLER.

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. WILL YOU PLEASE REPORT AS TO ACCOUNTING AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF ADMINISTRATIVE OFFICER FOR HIS RECOMMENDATION OR ACTION.


ADJUSTMENT REQUESTED AND REASONS THEREFOR

4-VOTE MATTER

Fiscal Year 2006-07

SEE ATTACHED

JUSTIFICATION: Adjustment is necessary to increase the revenue and appropriation in order to provide sufficient funds for the Los Verdes Golf Course Irrigation System project.

✓ 
Teresa Lam, Accounting Officer III

CHIEF ADMINISTRATIVE OFFICER'S REPORT

REFERRED TO THE CHIEF
ADMINISTRATIVE OFFICER FOR—

ACTION

✓ RECOMMENDATION

APPROVED AS REQUESTED

AS REVISED

MAY 23, 2007

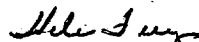
CHIEF ADMINISTRATIVE OFFICER

APPROVED (AS REVISED):
BOARD OF SUPERVISORS

19

AUDITOR-CONTROLLER

BY



No. 219

APR 9 2007

BY

DEPUTY COUNTY CLERK

**APPROVE AMENDMENT TO OPERATING LEASE WITH
AMERICAN GOLF CORPORATION AND
RELATED APPROPRIATION ADJUSTMENTS FOR
A CAPITAL IMPROVEMENT PROJECT
AT LOS VERDES GOLF COURSE
C.P. NO. 86786
(FOURTH DISTRICT 4-VOTE MATTER)**

FINANCIAL SOURCES:

Department of Parks and Recreation Capital Projects/Refurbishments Los Verdes Golf Course (4) Irrigation System A01-CP-94-9923-65043-86786 Other Miscellaneous/CP Increase Revenue	327,000
Department of Parks and Recreation Capital Projects/Refurbishments Los Verdes Golf Course (4) Irrigation System A01-CP-96-9919-65043-86786 Operating Transfer In/CP Increase Revenue	200,000
Capital Projects - Various Capital Projects/Refurbishments Rancho Los Amigos NRC North Campus Soil Remediation A01-CP-6014-65099-86815 Decrease Appropriation	200,000
	727,000

FINANCIAL USES:

Department of Parks and Recreation Capital Projects/Refurbishments Los Verdes Golf Course (4) Irrigation System A01-CP-6014-65043-86786 Buildings & Improvements Increase Appropriation	527,000
Capital Projects - Various Capital Projects/Refurbishments Rancho Los Amigos NRC North Campus Soil Remediation A01-CP-96-9919-65099-86815 Operating Transfer In/CP Decrease Revenue	200,000
	727,000

JUSTIFICATION: Adjustment is necessary to increase the revenue and appropriation in order to provide sufficient funds for the Los Verdes Golf Course Irrigation System project.

**AMENDMENT NO. 6 TO LEASE AGREEMENT NO. 43118 FOR THE
OPERATION AND MAINTENANCE OF LOS VERDES COUNTY GOLF COURSE**

This Amendment to Lease Agreement No. 43118 made and entered into this ____ day
of _____, 2007,

By and between the

COUNTY OF LOS ANGELES,

a body corporate and politic, hereinafter
referred to as "**County**",

and

AMERICAN GOLF CORPORATION,

a California corporation, hereinafter referred to
as "**Lessee**".

WITNESSETH:

WHEREAS, the parties hereto have entered into County Lease Agreement Number 43118, as amended, hereinafter referred to as "Lease", on November 9, 1982, for the operation and maintenance of Los Verdes County Golf Course; and

WHEREAS, the County has allocated certain capital projects funding to provide for the installation of a new irrigation system, hereinafter referred to as "Project", at the Los Verdes Golf Course; and

WHEREAS, Section 7 of the lease, entitled Required Capital Improvement Program, does adequately provide for the implementation by the Lessee of construction projects on the demised premises utilizing monies deposited by the Lessee in the golf course Capital Improvement Project (CIP) Trust Fund, but does not address financing from the County's capital project's budget for the Project; and

WHEREAS, the Lessee has prepared, and the Director of the County's Department of Parks and Recreation ("Director" or his authorized designee), concurs with the Project's scope of work as set forth in the attached Exhibit K which by this reference is incorporated herein, and the Lessee has put the Project out to bid, and

selected the lowest responsive bidder; and

WHEREAS, the County and the Lessee desire to amend the Lease to address the requirements involved by financing the Project from the County's capital project's budget and to add other standard provisions adopted by the County since this Lease was last amended.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and promises contained herein the parties do agree as follows:

1. PRIORITY OF AMENDMENTS

In the event of any conflict or inconsistency in the definition or interpretation of any work, responsibility, schedule, or contents or description of task, deliverable, goods, service, or works, or otherwise between the Lease, as amended and Amendment Number 6, such conflict or inconsistency shall be resolved by giving precedence to Amendment Number 6 and then to the Lease and its Amendments.

2. LESSEE'S REQUIRED SERVICES

2.01 Lessee shall provide all necessary services for the completion of the Project as set forth in Exhibit K including but not limited to construction management as follows:

2.01.01 Acquire permits and approvals from all governmental and/or regulatory agencies having regulatory function under the law with respect to the design development, construction, or operation of structures or improvements described in the Project's scope of work as set forth in the attached Exhibit K;

2.01.02 Perform financing, bookkeeping, and record retention services for all expenses related to the Project;

2.01.03 Provide for the orderly and safe segregation of the construction area from the golf course for construction purposes, including obtaining the Director's concurrence thereto, and posting the site with construction notice.

2.02 Change Orders: Any proposed change order(s) shall require the prior approval of the Director.

2.03 As-Built Drawings: Upon completion of the Project, Lessee shall furnish

the Director with a complete set of as-built Construction Drawings on mylar or its equivalent acceptable to the Director and in electronic form as specified by the Director.

- 2.04 County Inspectors: Lessee agrees that County may have on the site at any time during the construction period an inspector who shall have the right of access to the premises and the construction work. Lessee, at the commencement of the construction work, shall notify the Director in writing of the identity, place of business and telephone number of Lessee's on-the-job representative. Said representative shall be Lessee's primary contact for the inspector.
- 2.05 Quality of Work Performed: Lessee shall utilize the services of a Contractor, licensed by the State of California, for the construction and installation of the Project. Lessee shall ensure that Contractor constructs, performs, completes and maintains all construction and installations covered by this Amendment utilizing best management practices and quality materials, and shall furnish all tools, equipment, labor and material necessary to perform and complete the same, and shall maintain construction equipment in good operating condition and repair at all times. Lessee shall cause Contractor to timely commence construction of the works of improvement set out in Exhibit K, and shall cause Contractor to diligently prosecute and complete same.
- 2.06 Force Majeure/Time Extensions: In the event either party hereto shall be delayed or prevented from performance of any act required hereunder by reason of acts of God, litigation to which Lessee is not a plaintiff, or other cause without fault and beyond control of the party obligated, performance of such act shall be excused for the period of time of the delay, including that amount of time, as reasonably determined by the Director, required to alleviate the effects of such delay on the remainder of the Project schedule. An extension of time for any such cause shall only be for a period of time equivalent to the enforced delay. Director shall prepare and execute, and Lessee shall execute, the appropriate

document acknowledging any extension of time granted pursuant to this section.

- 2.07 Completion Date: Lessee shall complete the Project within eight (8) months following the Effective Date of this Amendment subject to the provisions of subsection 2.06 above. The improvements shall be deemed to be complete upon acceptance of works of improvements by the Director, and, if applicable, the County's Public Works Department.

3. FUNDING ARRANGEMENTS FOR THE USE OF COUNTY'S CAPITAL PROJECTS FUNDING

- 3.01 The County agrees to provide for funding of the Project, which is currently estimated to cost \$2,226,700. The identified funding sources include \$2,100,000 in State Proposition 40 Per Capita Bond Funds and \$126,700 from the Los Verdes Golf Course Capital Improvement Program (CIP) trust account. The County further agrees to fund a contingency fund for the Project in the amount of \$400,000. The Project Contingency Fund will be utilized to fund cost overruns and approved change orders, and will be funded from \$200,000 from the Los Verdes Golf Course CIP account and \$200,000 in County funds. The Lessee shall be responsible for funding cost overruns and change orders exceeding the \$400,000 in the Project Contingency Fund, up to a maximum of \$400,000.
- 3.02 County agrees to provide for reimbursement of the Lessee's actual costs for the Project, up to the amounts provided in Section 3.01 above. Based upon requirements set forth by the County, the arrangement to control and account for said expenditures attributable to the Project are described herein.
- 3.03 Lessee and the County agree that the Project funds will be spent in accordance with the following spending priority spending procedure: (1) State Proposition 40, (2) Golf Course CIP fund, (3) the County's funds up to an additional \$200,000 as provided in Section 3.01 above and (4) Lessee's funds as provided in Section 3.01 above

- 3.04 Any change or modification in the scope of the Project shall be approved in writing in advance by the Director.
- 3.05 Parties to the construction agreement will be the Lessee, and its selected construction Contractor. The Lessee will make its payments to the construction Contractor and once payment is confirmed, whether by check or electronic transfer, the Lessee will invoice the County for the amounts expended for reimbursement.
- 3.06 The initial or "mobilization" payment to the construction Contractor will be paid by Lessee. The County shall reimburse said amount within thirty (30) days of its receipt of confirmation that the Contractor has been paid by Lessee.
- 3.07 Subsequent construction payments will be made by Lessee to Contractor, and the County shall reimburse such costs within thirty (30) days of its receipt of invoices containing the cost breakdown of work completed, and verification of payments made to Contractor and/or sub-contractor for eligible costs consistent with this Amendment and State Proposition 40 reimbursement guidelines. Supporting documentation for payments made by the Lessee must be submitted with the appropriate invoices.
- 3.08 At any time, upon reasonable advance notice, the Lessee's accounts, ledgers, bank statements, and support documents of record for the Project shall be subject to audit by the County for up to three (3) years after the final payment request is received. All documents must be retained one additional year after an audit.

4. CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

- 4.01 A new Section 29, entitled Consideration of Hiring GAIN/GROW Program Participants is added to the Lease Agreement and shall read as follows:

"29. CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

29.01 Should the Lessee require additional or replacement personnel after the effective date of this Amendment, the Lessee shall give consideration for any such employment

openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Lessee's minimum qualifications for the open position. For this purpose, consideration shall mean that the Lessee will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Lessee.

29.02 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority."

5. LESSEE RESPONSIBILITY AND DEBARMENT

5.01 A new Section 30, entitled Lessee Responsibility and Debarment is added to the Lease Agreement and shall read as follows:

"30. LESSEE RESPONSIBILITY AND DEBARMENT

30.01 A responsible Lessee is a Lessee who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Lease Agreement. It is the County's policy to conduct business only with responsible Lessees.

30.02 The Lessee is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Lessee on this or other Lease Agreements which indicates that the Lessee is not responsible, the County may, in addition to other remedies provided in the Lease Agreement, debar the Lessee from bidding or proposing on, or being awarded, and/or performing work on County Lease Agreements for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all

existing Lease Agreements the Lessee may have with the County.

30.03 The County may debar a Lessee if the Board of Supervisors finds, in its discretion, that the Lessee has done any of the following: (1) violated a term of a Lease Agreement with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Lessee's quality, fitness or capacity to perform a Lease Agreement with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

30.04 If there is evidence that the Lessee may be subject to debarment, the Department will notify the Lessee in writing of the evidence which is the basis for the proposed debarment and will advise the Lessee of the scheduled date for a debarment hearing before the Los Angeles County's Contractor Hearing Board.

30.04.01. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Lessee and/or the Lessee's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Lessee should be debarred, and, if so, the appropriate

length of time of the debarment. The Lessee and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

30.04.02. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Hearing Board.

30.04.03. If a Lessee has been debarred for a period longer than five (5) years, that Lessee may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Lessee has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

- 30.04.04. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Lessee has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- 30.04.05. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

30.05 These terms shall also apply to contractors of County Lessees.”

6. LESSEE’S WARRANTY OF ADHERENCE TO COUNTY’S CHILD SUPPORT COMPLIANCE PROGRAM

6.01 A new Section 31, entitled Lessee’s Warranty of Adherence to County’s Child Support Compliance Program is added to the Lease Agreement and shall read as follows:

“31. LESSEE’S WARRANTY OF ADHERENCE TO COUNTY’S CHILD SUPPORT COMPLIANCE PROGRAM

31.01 The Lessee acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Lease Agreements are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

31.02 As required by the County’s Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Lessee’s duty under this Lease Agreement to comply with all applicable provisions of law, the Lessee warrants that it is now in compliance and shall during the term of this Lease Agreement maintain its compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).”

7. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

7.01 A new Section 32, entitled Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program is added to the Lease Agreement and shall read as follows:

"32. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

32.01 Failure of the Lessee to maintain compliance with the requirements set forth in Section 31, Lessee's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Lease Agreement. Without limiting the rights and remedies available to the County under any other provision of this Lease Agreement, failure of the Lessee to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Lease Agreement pursuant to Section 19, Cancellation and pursue debarment of the Lessee, pursuant to County Code Chapter 2.202."

8. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF LEASE AGREEMENT

7.01 A new Section 33, entitled No Payment for Services Provided Following Expiration/Termination of Lease Agreement is added to the Lease Agreement and shall read as follows:

"33. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF LEASE AGREEMENT

33.01 The Lessee shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Lessee after the expiration or

other termination of this Lease Agreement. Should the Lessee receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Lease Agreement shall not constitute a waiver of County's right to recover such payment from the Lessee. This provision shall survive the expiration or other termination of this Lease Agreement."

9. COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

9.01 A new Section 34, entitled Compliance with the County's Jury Service Program is added to the Lease Agreement and shall read as follows:

"34. COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

34.01 This Lease Agreement is subject to the provisions of the County's ordinance entitled Jury Service Ordinance ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit K and incorporated by reference into and made a part of this Lease Agreement.

34.02 Unless the Lessee has demonstrated to the County's satisfaction either that the Lessee is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Lessee qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Lessee shall have and adhere to a written policy that provides that its Employees shall receive from the Lessee, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Lessee or that the Lessee deduct from the Employee's regular pay the fees received for jury service.

34.02.01 For purposes of this Sub-paragraph, "Lessee" means a person, partnership, corporation or other entity which has a Lease Agreement with the County. "Employee" means any California resident who is a full-time employee of the Lessee. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Lessee has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Lessee uses any contractor to perform services for the County under the Lease Agreement, the contractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such contractor agreement and a copy of the Jury Service Program shall be attached to the agreement.

34.03 If the Lessee is not required to comply with the Jury Service Program when the Lease Agreement commences, the Lessee shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Lessee shall immediately notify the County if the Lessee at any time either comes within the Jury

Service Program's definition of "Lessee" or if the Lessee no longer qualifies for an exception to the Jury Service Program. In either event, the Lessee shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Lease Agreement and at its sole discretion, that the Lessee demonstrate to the County's satisfaction that the Lessee either continues to remain outside of the Jury Service Program's definition of "Lessee" and/or that the Lessee continues to qualify for an exception to the Program.

34.04 Lessee's violation of this Sub-paragraph of the Lease Agreement may constitute a material breach of the Lease Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Lease Agreement and/or bar the Lessee from the award of future County Lease Agreements for a period of time consistent with the seriousness of the breach."

10. LESSEE'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

10.01 A new Section 35, entitled Lessee's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law is added to the Lease Agreement and shall read as follows:

"35. LESSEE'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

35.01 The Lessee acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Lessee understands that it is the County's policy to encourage all County Lessees to voluntarily post

the County's "Safely Surrendered Baby Law" poster in a prominent position at the Lessee's place of business. The Lessee will also encourage its contractors, if any, to post this poster in a prominent position in the Sub-Lessee's place of business. The County's Department of Children and Family Services will supply the Lessee with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org."

11. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

11.01 A new Section 36, entitled Notice to Employees Regarding the Safely Surrendered Baby Law is added to the Lease Agreement and shall read as follows:

"36. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

36.01 The Lessee shall notify and provide to its employees, and shall require each Contractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit M of this Lease Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

12. ENTIRE AGREEMENT

12.01 Due to the addition of eight new lease provisions, the section in the Lease Agreement entitled Entire Agreement is renumbered as Section 37.

13. RATIFICATION

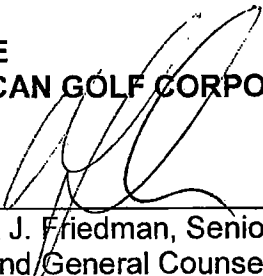
13.01 All other terms, conditions, covenants and promises of the Lease not affected by the provisions of the Amendment shall remain in full force and effect and are hereby reaffirmed.

14. EFFECTIVE DATE

14.01 The effective date of the Amendment shall be the date of approval hereof by the County's Board of Supervisors.

IN WITNESS WHEREOF, the Lessee has executed this Amendment No. 6 to Lease Agreement No. 43118, and the County, by order of its Board of Supervisors has caused this Amendment to be executed by the Chairman of said Board and attested by the Executive Officer-Clerk of the Board thereof on the day, month and year first above written.

**LESSEE
AMERICAN GOLF CORPORATION**

By _____
Mark J. Friedman, Senior Vice President
and General Counsel

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

ATTEST:

**SACHI HAMAI
Executive Officer-Clerk
of the Board of Supervisors**

By _____

APPROVED AS TO FORM:

**Raymond G. Fortner, Jr.
County Counsel**

By _____
Principal Deputy County Counsel

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**LESSEE
AMERICAN GOLF CORPORATION**

By _____
Keith Brown, Chief of Operations, West

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

ATTEST:

**SACHI HAMAI
Executive Officer-Clerk
of the Board of Supervisors**

By _____

APPROVED AS TO FORM:

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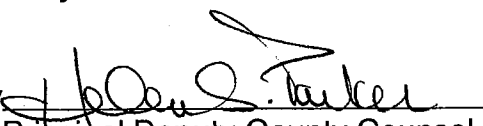
By 
Principal Deputy County Counsel

EXHIBIT K

LOS VERDES GOLF COURSE IRRIGATION PROJECT

The Lessee shall be responsible for completing the Los Verdes Golf Course Irrigation Project as follows:

1. Provide professional/construction management services for the installation of the Los Verders Golf Course Irrigation Project.
2. Provide for the installation of a new complete automated irrigation system including but not limited to the following key components:
 - a. Sprinklers and swing joints
 - b. Control systems, including central and satellite controllers
 - c. Maintenance radio system
 - d. Weather station
 - e. Mainline pipe, fitting and valves including taping into service line
 - f. Lateral pipe, fittings and valves, including remote control valves, quick coupling valves and swing joints
 - g. Field wiring - 24V, 120V, communication cable, grounding devices
 - h. Specialty valves - combination air
 - i. Valve boxes, enclosures and vaults
 - j. Controller power source(s)
 - k. Backflow preventer(s)
 - l. Water meter(s)/flow meter(s), if required

2. The Lessee is required to meet the following County guidelines:

- a. This is a **State** Prevailing Wage project, The contractor is to obtain a current wage determination booklet and guideline to determine the hourly wages for bidding these projects, as well as the required record keeping responsibilities.
- b. Lessee shall furnish, or require its contractor to furnish a Performance bond and Payment Bond each 100% of the construction cost.
- c. Liability Insurance shall be furnished and paid for by the contractor in the amount required by Lease Agreement Number 43118.
- d. Lessee shall insure that all contractor(s) provide proof of appropriate licensing from the State of California, including requirements of bonding and Workers Compensation Insurance.

THE END

EXHIBIT L

JURY SERVICE ORDINANCE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
 - B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
 - C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
-

4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:

1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
2. The contractor has a long-standing practice that defines the lesser number of hours as full time.

E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

- 1. Recommend to the board of supervisors the termination of the contract; and/or,
- 2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
 - B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
 - C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
-

1. Has ten or fewer employees during the contract period; and,
2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

EXHIBIT L

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No shame. No blame. No names.

Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.



In Los Angeles County:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors

Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernard no under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena. Sin culpa. Sin peligro.

**Los recién nacidos pueden ser entregados
en forma segura en la sala de emergencia de
cualquier hospital o en un cuartel de bomberos
del Condado de Los Angeles.**



En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora



Consejo de Supervisores del Condado de Los Angeles

Gloria Molina, Supervisora, Primer Distrito
Wonne Brathwaite Burke, Supervisora, Segundo Distrito
Zev Yaroslavsky, Supervisor, Tercer Distrito
Don Knabe, Supervisor, Cuarto Distrito
Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa también está apoyada por First 5 LA y INFO LINE de Los Angeles.

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaleta y el padre/madre recibirá un brazaleta igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambian de opinión pueden empezar el proceso de redamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardina Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

**Cada recién nacido merece una
oportunidad de tener una vida saludable.
Si alguien que usted conoce está pensando
en abandonar a un recién nacido, infórmele
qué otras opciones tiene.**

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.